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July 6, 2004

**VIA HAND DELIVERY**

Honorable Pat Miller, Chairman  
c/o Sharla Dillon, Docket & Records Manager  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee, 37243-0505

RE. Petition of Cellco Partnership d/b/a/ Verizon Wireless for Arbitration Under the  
Telecommunications Act of 1996, TRA Consolidated Docket No. 03-00585

Dear Chairman Miller:

Attached hereto please find an original and thirteen (13) copies of *Response of Cellco Partnership d/b/a Verizon Wireless to the Supplemental Discovery Requests for Admission Submitted to CMRS Providers by the Rural Independent Coalition* hereby filed in the above-referenced matter.

The enclosed documents have been served on counsel for the Rural Independent Coalition and other parties of record. If you have any questions about this filing or need any additional information, please do not hesitate to give me a call at (615) 744-8446.

Sincerely,

J. Barclay Phillips

clw

Enclosure

cc: William T. Ramsey, Esq.  
Stephen G. Kraskin, Esq.  
Henry Walker, Esq.  
Paul Walters, Jr., Esq.  
Mark J. Ashby, Esq.  
Suzanne Toller, Esq.  
Beth K. Fujimoto, Esq.  
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**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

**IN RE:**

<b>Petition of Cellco Partnership d/b/a Verizon Wireless</b>	<b>)</b>	<b>Docket No. 03-00585</b>
<b>for Arbitration under the Telecommunications Act</b>	<b>)</b>	
	<b>)</b>	

**RESPONSE OF CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS TO  
THE SUPPLEMENTAL DISCOVERY REQUESTS FOR ADMISSION  
SUBMITTED TO CMRS PROVIDERS BY THE  
RURAL INDEPENDENT COALITION**

Cellco Partnership, d/b/a Verizon Wireless on behalf of itself and its affiliates operating in Tennessee ("Verizon Wireless"), hereby responds to the *Supplemental Discovery Requests for Admission Submitted to the CMRS Providers by the Rural Independent Coalition* ("Coalition").

**GENERAL OBJECTION**

In the *Supplemental Discovery Requests for Admission Submitted to the CMRS Providers by the Rural Independent Coalition*, the Coalition gave the following "Instruction": "To the extent that any Request for Admission is denied, provide an explanation of the facts upon which the denial is based, and identify the individual responsible for the denial of the Request for Admission." Verizon Wireless hereby objects to such instruction as it requires a response beyond that established by Tennessee Rule of Civil Procedure 36.01. Furthermore, Verizon Wireless objects to such instruction as it is unaware of any requirement set forth by the Tennessee Regulatory Authority that would require the substance of any response to extend beyond the obligations imposed by Tennessee Rule of Civil Procedure 36.01.

Discovery in this matter is ongoing and Verizon Wireless hereby reserves the right to supplement its response to each Request for Admission if additional information is discovered or is developed.

Without waiving any of the above stated objections, Verizon Wireless responds as follows:

### **REQUESTS FOR ADMISSION**

#### **Request No. 1**

Admit that each member of the Coalition provides the Petitioner with indirect interconnection permits the Petitioner to terminate traffic to the Coalition member on an indirect basis and in a manner consistent with all established statutory and regulatory requirements.

#### **RESPONSE:**

**Objection.** This request for admission requires a legal conclusion with respect to the definition of a LEC's responsibility to connect indirectly under 47 U.S.C. § 251(a) (1). Subject to and without waiving any objection, Verizon Wireless responds as follows: Verizon Wireless admits that it originates traffic, which terminates on the networks of the Coalition Members. Verizon Wireless is without sufficient information to admit or deny if such traffic is exchanged consistently with all applicable statutory and regulatory requirements because the request seeks a response dependent upon Verizon Wireless knowing the conduct of the Coalition members, which is beyond Verizon Wireless's ability to reasonably inquire as to its accuracy.

### **Request No. 2**

Admit that, in the context of this proceeding, the FCC's reciprocal compensation rules (47 CFR Sec. 51.701 *et seq.*) apply only upon a request from the Petitioner to a Coalition member to establish an interconnection point between the two carriers (i.e., the Petitioner and the Coalition member) in order for the Petitioner to obtain transport of its traffic to the Coalition Member's end office switch that directly serves the called party.

### **RESPONSE:**

**Objection.** This request for admission requires a legal conclusion with respect to the legal interpretation of the scope of 47 C.F.R. § 51.701, *et seq.* Subject to and without waiving any objection, Verizon Wireless responds as follows: If this request is seeking the legal conclusion that the FCC's reciprocal compensation rules only apply to direct interconnection arrangements, Verizon Wireless disagrees with this legal conclusion. It is, therefore, denied.

### **Request No. 3**

Please consider the following factual scenario: an intraMTA call (i.e., a call originated and terminated within the same MTA) is originated by a landline customer, carried by an interexchange service provider (i.e., not by the landline customer's LEC) and terminated on the Petitioner's CMRS network. Admit 1) that under this factual scenario, the Petitioner's agreements with BellSouth do not require BellSouth to pay Petitioner reciprocal compensation;

and 2) that the Petitioner proposes in this proceeding to require the Coalition members to provide reciprocal compensation under this factual scenario.

**RESPONSE:**

1) **Objection, this request for admission requires a legal conclusion to be drawn regarding the interpretation and application of a contract, which is not relevant to this proceeding. Subject to and without waiving any objection, Verizon Wireless responds as follows: To the extent this request seeks an admission that the rates, terms, and conditions of the transit provisions of the BellSouth Interconnection Agreement apply, when traffic is originated by a Coalition member and transported through an IXC, then it is admitted.**

2) **Denied.**

**Request No. 4:**

Admit that the Petitioner previously established indirect interconnection to terminate traffic on the network of each Coalition member pursuant to a bilateral agreement executed with BellSouth.

**RESPONSE:**

**Objection, this request for admission requires a legal conclusion to be drawn regarding the interpretation and application of a contract and 47 U.S.C. §§ 251, and 252. Subject to and without waiving any objection, Verizon Wireless responds as follows: Verizon Wireless admits that it has rates, terms and conditions which obligate Bellsouth to transit traffic to all third party LECs and CMRS Providers (including Coalition Members**

**which are also interconnected at such tandems) at all of the tandems with which Verizon Wireless is interconnected with BellSouth.**

**Request No. 5:**

Admit that, pursuant to prior effective 2-party agreements with BellSouth, Petitioner compensated BellSouth for the termination of traffic on the networks of Coalition members, and understood that BellSouth provided compensation for the termination of this traffic to Coalition members.

**RESPONSE:**

**Objection, this request for admission requires a legal conclusion to be drawn regarding the interpretation and application of a contract and 47 U.S.C. §§ 251, and 252. Subject to and without waiving any objection, Verizon Wireless responds as follows: Verizon Wireless admits that if BellSouth, in its capacity as a transit carrier incurs third party charges for delivery of traffic to third party carriers, Verizon Wireless could be obligated to compensate Bellsouth for such charges under the prior arrangement. Verizon Wireless is unaware of the details of any arrangements between third party carriers and BellSouth for the exchange of such traffic.**

**Request No. 6:**

Admit that Petitioner's obligation to compensate BellSouth for the termination of traffic on the networks of Coalition members was modified by the execution of a 2-party agreement

with BellSouth which established terms and conditions that the Petitioner refers to as a “meet-point billing” arrangement or agreement.

**RESPONSE:**

**Objection, this request for admission requires a legal conclusion to be drawn regarding the interpretation and application of a contract and 47 U.S.C. §§ 251, and 252. Subject to and without waiving any objection, Verizon Wireless responds as follows: Admitted.**

**Request No. 7:**

Admit that with respect to the “meet-point billing” arrangement or agreement in Request 6, above, the Petitioner claims that this “meet-point billing” arrangement or agreement is consistent with established industry guidelines.

**RESPONSE:**

**Objection. This request is ambiguous with its reference to “industry guidelines”. Therefore, Verizon Wireless, after making reasonable inquiry, is without sufficient information to admit or deny this request.**

**Request No. 8:**

Admit that the Petitioner established the “meet-point billing” arrangement or agreement in Request 6, above, in the absence of any agreement or negotiation with any Coalition member.

**RESPONSE:**

**It is admitted, that Verizon Wireless amended the rates, terms or conditions of its interconnection agreement with BellSouth without the consent of any Coalition Members. Except for the approval of the TRA in accordance with Section 252(e), Verizon Wireless is not obligated to seek permission from third parties in connection with the negotiations and implementation of its interconnection agreement with BellSouth.**

**Request No. 9:**

Admit that Petitioner is not aware of any statutory or regulatory standard or requirement that would subject any Coalition member to responsibility for the transport of any traffic beyond the network border of each respective Coalition member.

**RESPONSE:**

**Objection. This request for admission requires a legal conclusion with respect to the legal interpretation of the scope of 47 U.S.C. §§ 251, and 252 and the FCC's Rules. Subject to and without waiving any objection, Verizon Wireless responds as follows: Denied.**

**Request No. 10:**

Admit that Petitioner is not aware of any statutory or regulatory standard or requirement that would direct how a LEC chooses to transmit a call to the network of a CMRS provider.

**RESPONSE:**



**Objection. This request for admission requires a legal conclusion with respect to the legal interpretation of the scope of 47 U.S.C. §§ 251, and 252 and the FCC's Rules. Subject to and without waiving any objection, Verizon Wireless responds as follows: Denied.**

**Request No. 11:**

Admit that Petitioner is not aware of any statutory or regulatory standard or requirement that would direct how a LEC charges a customer for a call to the network of a CMRS provider.

**RESPONSE:**

**Objection. This request for admission requires a legal conclusion with respect to the legal interpretation of the scope of 47 U.S.C. §§ 251, and 252 and the FCC's Rules. Subject to and without waiving any objection, Verizon Wireless responds as follows: Denied.**

**Request No. 12:**

Admit that, with respect to a call between the end user of a landline carrier and an end user of a CMRS provider, the NPA-NXX of the CMRS customer cannot be used to determine whether the call originates and terminates within the local calling scope of the landline carrier or within the same MTA.

**RESPONSE:**

**After making reasonable inquiry, Verizon Wireless is without sufficient information to admit or deny this request. The NPA-NXX code is only one of the factors used to**

**determine whether a particular call is originated and terminated within one particular MTA.**

OATH

STATE OF Tennessee )  
COUNTY OF Davidson )

I, Elaine D. Critides, on behalf of Verizon Wireless, being first duly sworn according to law, make oath that the preceding answers and responses to the Requests for Admission submitted by the Rural Independent Coalition are true, accurate and correct to the best of my knowledge, information and belief.

On Behalf of Verizon Wireless

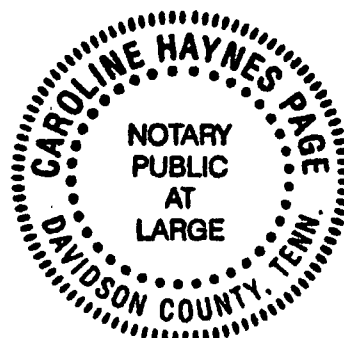
By: Elaine D. Critides

Its: Counsel

Sworn to and subscribed before me this 2 day of July, 2004.

Caroline Haynes Page  
Notary Public

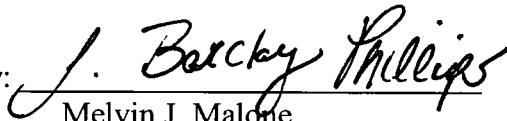
My Commission Expires: 7-30-05



My Commission Expires JULY 30, 2005

Respectfully submitted,

**Miller & Martin PLLC**

By:   
Melvin J. Malone  
J. Barclay Phillips

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**Counsel for Cellco Partnership**

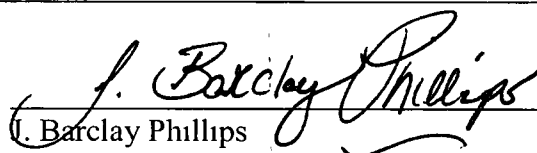
**d/b/a Verizon Wireless**

## CERTIFICATE OF SERVICE

I hereby certify that on July 6, 2004, a true and correct copy of the foregoing has been served on the parties of record, via the method indicated:

<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight <input checked="" type="checkbox"/> E-Mail	Stephen G. Kraskin Kraskin, Lesse & Cosson, LLC 2120 L Street NW, Suite 520 Washington, D.C. 20037
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<input checked="" type="checkbox"/> Hand <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight <input type="checkbox"/> E-Mail	J. Gray Sasser J. Barclay Phillips Melvin Malone Miller & Martin LLP 1200 One Nashville Place 150 Fourth Avenue North Nashville, Tennessee 37219
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<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight <input checked="" type="checkbox"/> E-Mail	Dan Menser, Sr. Corp. Counsel Marin Fettman, Corp. Counsel Reg. Affairs T-Mobile USA, Inc. 12920 SE 38 <sup>th</sup> Street Bellevue, WA 98006
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<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight <input checked="" type="checkbox"/> E-Mail	Charles McKee Sprint PCS 6450 Sprint Parkway MailStop 2A553 Overland Park, KS 66251

  
J. Barclay Phillips